Alan J. Kessel (Cal. Bar No.: 130707) Keli N. Osaki (Cal. Bar No.: 179920) Brandon Q. Tran (Cal. Bar No.: 223435) BUCHALTER NEMER A Professional Corporation 18400 Von Karman Avenue, Suite 800 Irvine, California 92612-0514 Telephone: (949) 760-1121 Facsimile: (949) 720-0182 E-mail: btran@buchalter.com Attorneys for Plaintiff DIRECTV, INC. UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA SAN FRANCISCO DIVISION DIRECTV, INC., a California corporation, Plaintiff, Hon. Edward M. Chen STIPULATION FOR VOLUNTARY DISMISSAL OF DEFENDANT EVERAL WADE, Defendant. IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc. ("DIRECTV") and Defendant Everal Wade ("Defendant"), through their respective counseled record, that the above-captioned action be and hereby is dismissed without prejudice, pursused for the Confidential Settlement Agreement dated October 7, 2005 The terms of the Confidential Settlement Agreement dated October 7, 2005 ("Agreement") entered into between Defendant and DIRECTV require the performance of obligations by Defendant that will not be completed until December 2007. If Defendant do			
A Professional Corporation 18400 Von Karman Avenue, Suite 800 Irvine, California 92612-0514 Telephone: (949) 760-1121 Facsimile: (949) 720-0182 E-mail: btran@buchalter.com Attorneys for Plaintiff DIRECTV, INC. **UNITED STATES DISTRICT COURT** **NORTHERN DISTRICT OF CALIFORNIA** **SAN FRANCISCO DIVISION** DIRECTV, INC., a California corporation, Plaintiff, Hon. Edward M. Chen **STIPULATION FOR VOLUNTARY** DISMISSAL OF DEFENDANT** EVERAL WADE, Defendant. **Defendant.** IT IS HEREBY STIPULATED by and between Plaintiff DIRECTV, Inc. ("DIRECTV") and Defendant Everal Wade ("Defendant"), through their respective counseled record, that the above-captioned action be and hereby is dismissed without prejudice, pursual feet. R. Civ. P. 41(a)(1), as to Defendant. Each of said parties to bear its/his own costs and attorneys' fees. The terms of the Confidential Settlement Agreement dated October 7, 2005 ("Agreement") entered into between Defendant and DIRECTV require the performance of the confidential Settlement Agreement dated October 7, 2005 ("Agreement") entered into between Defendant and DIRECTV require the performance of the confidential Settlement Agreement dated October 7, 2005			
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obligations by Defendant that will not be completed until December 2007. If Defendant do	certain		
	es not		
25 timely or fully perform these obligations when due, DIRECTV is authorized to seek enforce	ement		
of those obligations in this Court. The parties therefore have consented, and hereby further			
stipulate and consent to, the retention of jurisdiction over them by this Court and to reference	ce to a		
Magistrate Judge in this District for the purpose of enforcing those obligations of the Agree			
BNFY 720070v1 -1- (CV-04-357 STIPULATION FOR VOLUNTARY DISMISSAL OF DEFENDANT EVERAL WADE AND REQUE			

RETAIN JURISDICTION; [PROPOSED] ORDER THEREON

Case 3:04-cv-03578-EMC Document 44 Filed 12/01/05 Page 2 of 4 as defined therein. The parties therefore respectfully request that the Court retain such 1 jurisdiction. 2 3 DATED: November 28, 2005 Respectfully Submitted, 4 **BUCHALTER NEMER** A Professional Corporation 5 6 7 By:_____ /s/ Brandon Q. Tran Brandon Q. Tran 8 Attorneys for Plaintiff DIRECTV, Inc. 9 DATED: November 28, 2005 PARR LAW GROUP 10 11 By:______/s/ Shawn R. Parr 12 Shawn R. Parr Attorneys for Defendant EVERAL WADE 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 BNFY 720070v1 (CV-04-3578 EMC)

ORDER 1 2 HAVING READ AND CONSIDERED the forgoing Stipulation for Voluntary 3 Dismissal of Defendant Everal Wade and Request to Retain Jurisdiction, and such other pleadings, documents and records deemed appropriate by the Court, and good cause appearing 4 5 therefore, IT IS HEREBY ORDERED: (1) Defendant Everal Wade is hereby dismissed from this action without 6 7 prejudice; (2) Each of said parties to bear its/his own costs and attorneys' fees; and 8 9 (3) The Court shall retain jurisdiction over Plaintiff DIRECTV, Inc. and 10 Defendant Everal Wade to enforce the terms described above of the Settlement Agreement 11 between those parties dated October 7, 2005 and hereby refers any further proceedings in this action to enforce such terms of the Settlement Agreement to a Magistrate Judge of this District. 12 13 Dated: November 30, 2005 14 Honora 15 United & Northern Judge Edward M. Chen 16 17 18 19 20 21 22 23 24 25 26 27 28 BNFY 720070v1